

**Paul J. Graf**  
Group Attorney  
Transportation Systems & Industrial Group

**EVANS**  
PRODUCTS COMPANY

The East Tower  
2550 Golf Road  
Rolling Meadows, Illinois 60008

Telephone 312/640-7000

February 22, 1984

RECORDATION NO. 6388-0

FEB 27 1984 9 40 AM

INTERSTATE COMMERCE COMMISSION

Mrs. Mildred Lee  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Dear Mrs. Lee:

I have enclosed three originals of the document described below to be recorded pursuant to Section 11303 of Title 49 U.S. Code.

The document included is an Assignment of Lease, a secondary document dated 9/1/83.

The primary document to which this is connected is recorded under Recordation No. 6388. We request that this Assignment be cross-indexed.

The names and addresses of the parties to the documents are as follows:

Trustee: Bank of American NTSA  
Assignee: P.O. Box 37000  
San Francisco, CA

Borrower: Evans Railcar Leasing Company  
Assignor: 2550 Golf Road  
Rolling Meadows, IL 60008

A description of the equipment covered by the document follows:  
Assignment of Lease between Evans Railcar Leasing Company and Alimenta USA, Inc., covering 3 21,000 gallon coiled and insulated tank cars, USLX 21826, 21857, and 22013, AAR# T105.

A fee of \$10.00 is enclosed. Please return two originals not needed by the Commission for recordation to Paul J. Graf, Evans Products Company, 2550 Golf Road, Rolling Meadows, IL 60008.

A short summary of the document to appear in the index follows:  
Assignment pursuant to a Trust Agreement, Recordation Number  
6388, between Evans Railcar Leasing Company, 2550 Golf Road,  
Rolling Meadows, IL 60008, Borrower; and Bank of America, NTSA,  
P.O. Box 37000, San Francisco, CA, Trustee, dated 9/1/83 and  
covering:

3 21,000 gallon coiled and insulated tank cars, USLX 21826,  
21857, and 22013, AAR# T105.

Very truly yours,

Paul J. Graf

PJG:sm

Enclosure

ASSIGNMENT OF LEASE

RECORDATION NO. 6388-0  
FILED 1983

FEB 27 1984 - 9 40 AM

ASSIGNMENT OF LEASE AND AGREEMENT dated as of September 1, 1983, by and between Evans Railcar Leasing Company, an Illinois corporation (hereinafter called the Company), and Bank of America National Trust and Savings Association as Trustee (hereinafter called the Trustee), under an Equipment Trust Agreement dated as of October 1, 1971 (hereinafter called the Equipment Trust Agreement), between the Trustee and Evans Railcar Leasing Company, successor, via merger and name change, to United States Railway Leasing Company and United States Railway Equipment Company.

WHEREAS, the Company and Alimenta, USA, Incorporated (hereinafter called the Lessee) have entered into a Lease Agreement dated June 30, 1983 (hereinafter called the Lease), providing for the leasing by the Company to the Lessee of the three (3) units of railroad equipment (hereinafter called Units) described in the Lease, which will be filed and recorded with the Interstate Commerce Commission (said recordation number to be furnished to the Trustee), a copy of an executed counterpart of the Lease being delivered to the Trustee concurrently herewith; and

WHEREAS, this Assignment of Lease and Agreement is being made pursuant to Section 4.09 of the Equipment Trust Agreement to secure the payment and performance by the Company of all obligations arising under the Equipment Trust Agreement, including, but not limited to, the obligations arising under the guaranty endorsed or to be endorsed on the Equipment Trust Certificates issued or to be issued under the Equipment Trust Agreement (all such obligations being hereinafter called the Liabilities);

NOW, THEREFORE, in consideration of the sum of \$10 duly paid by the Trustee to the Company and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. As security for the payment and performance of the Liabilities, the Company hereby assigns, transfers, and sets over unto the Trustee all the Company's right, title and interests as lessor under the Lease, together with all rights, powers, privileges, and other benefits of the Company as lessor under the Lease, including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Company under or pursuant to the provisions of the Lease, the right to receive all proceeds from the sale of any unit of Trust Equipment payable to the Company pursuant to the Lessee's exercise of an option to purchase any such unit pursuant to the Lease, and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an event of default specified in the Lease, and to do any and all other things whatsoever which the Company, as lessor, is or may become entitled to do under the Lease; provided, however, that until an Event of Default under the Equipment Trust Agreement, or any event which with notice or lapse of time or both, could constitute such an Event of Default, shall occur, it is understood that the Company shall be entitled for the benefit of the Trustee to give all

notices and to take all action upon the happening of an event of default specified in the Lease provided that the Trustee is first advised of such action proposed to be taken. In furtherance of the foregoing assignment, the Company hereby irrevocably authorizes and empowers the Trustee in its own name, or in the name of its nominee, or in the name of the Company or as its attorney, to ask, demand, sue for, collect and receive any and all sums to which the Company is or may become entitled under the Lease, and to enforce compliance by the Lessee with all the terms and provisions thereof.

Until such time as, to the actual knowledge of the Trustee (obtained at its Corporate Trust Office as that term is defined in the Equipment Trust Agreement), the Company shall be in default under any provision of the Equipment Trust Agreement, the Company shall be entitled to receive all rentals, profits and other sums payable to or receivable by the Company under or pursuant to the provisions of the Lease (hereinafter called Rentals).

If, to the actual knowledge of the Trustee (obtained as provided above), the Company shall be in default under any provision of the Equipment Trust Agreement, the Company, during the continuance of such default, shall forthwith, upon written notice thereof from the Trustee, direct the Lessee to pay all Rentals directly to the Trustee and the Company shall, if it receives the same, forthwith deposit the same with the Trustee, which payments shall be applied by the Trustee to the payment of all amounts then or thereafter due and payable under the Equipment Trust Agreement.

2. The assignment made hereby is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Trustee to, or transfer, or pass, or in any way affect or modify the liability of the Company under the Lease, it being understood and agreed that notwithstanding such assignment or any subsequent assignment all obligations of the Company to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns, against, and only against, the Company.

3. Upon the full discharge and satisfaction of the Liabilities, the assignment made hereby shall terminate, and all estate, right, title and interest of the Trustee in and to the Lease shall revert to the Company.

Upon transfer by the Trustee of title to any of the Units pursuant to Section 4.06 of the Equipment Trust Agreement, the Trustee shall execute and deliver to the Company a release or reassignment as to such Units.

4. The Company warrants and covenants that (a) the execution and delivery by the Company of the Lease and this Assignment have each been duly authorized, and the Lease and this Assignment are and will remain the valid and binding obligations of the Company in accordance with their terms; (b) the Company has not executed any other

assignment of the Lease or of its right to receive all payments under the Lease and the Lease will continue to be free and clear of any and all claims, liens, agreements, security interests or other encumbrances (except this Assignment and except to the extent the Company is contesting the validity of the same in good faith by appropriate proceedings), (c) notwithstanding this Assignment, the Company will conform and comply with each and all of the covenants and conditions in the Lease set forth to be complied with by it and (d) to the knowledge of the Company, it has performed all obligations on its part to be performed under the Lease on or prior to the date hereof.

Unless the Lease is an Existing Lease (as defined in the Equipment Trust Agreement), the Company will, concurrently with the execution and delivery of this Assignment, deliver to the Trustee the opinion of Messrs. Rosenthal and Schanfield, counsel for the Company, or an opinion of other counsel satisfactory to the Trustee, to the effect set forth in subparagraph (e) of Section 3.04 of the Equipment Trust Agreement relating to the Assignment of the Lease, it being understood that for purposes of this section, the opinion of inside counsel shall be deemed satisfactory.

5. The Company covenants and agrees with the Trustee that in any suit, proceeding or action brought by the Trustee under the Lease for any Rental, or to enforce any provisions of the Lease, the Company will save, indemnify and keep the Trustee harmless from and against (a) all expense, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever of the Lessee or its successors, arising out of a breach by the Company of any obligation under the Lease or arising out of any other indebtedness or liability at any time owing to the Lessee or its successors from the Company and (b) all liability, loss, expense or damage under or arising out of any provisions of the Lease. Any and all such obligations of the Company shall be and remain enforceable against the Company and shall not be enforceable against the Trustee or any party or parties in whom any of the rights of the Company under the Lease shall vest by reason of the successive assignments or transfers.

6. The Trustee may assign all or any of its rights under the Lease, including the right to receive any payments due to or to become due to it from the Lessee thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Trustee hereunder.

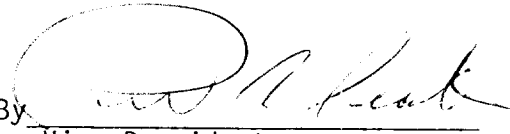
7. Notwithstanding anything to the contrary contained in Section 1 of this Assignment, the Company agrees that it will not, without the prior written consent of the Trustee, enter into any agreement amending, modifying or terminating the Lease and that any amendment, modification or termination thereof, except as aforesaid without such consent shall be void. The Trustee shall consent to any such agreement if (a) it does not reduce the Rentals or the term or any other

provision which the Trustee or its counsel deems to materially and adversely affect the security provided hereby or (b) the holders of more than 50% in aggregate unpaid principal amount of the Trust Certificates then outstanding consent in writing thereto.

9. This Assignment shall be governed by the laws of the State of California, but the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

IN WITNESS WHEREOF, the Company and the Trustee have caused this instrument to be signed in their respective names by their respective officers thereunto duly authorized, as of the date first above written.

EVANS RAILCAR LEASING COMPANY

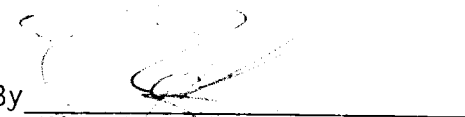
By   
Vice President

ATTEST:

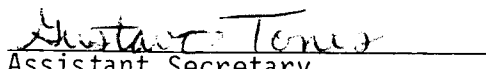
  
Assistant Secretary

(Corporate Seal)

BANK OF AMERICA NATIONAL TRUST  
AND SAVINGS ASSOCIATION, AS TRUSTEE

By   
Vice President

ATTEST:

  
Assistant Secretary

(Corporate Seal)

State of Illinois )  
County of Cook ) ss:

On this 1st day of September '83, before me personally appeared Paul R. Heah, to me personally known, who, being by me duly sworn, says that he is a Vice President of Evans Railcar Leasing Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Susan S. Muehlfeld  
Notary Public

(Notarial Seal)

My Commission expires: 2-4-85

State of California )  
City and County of San Francisco ) ss:

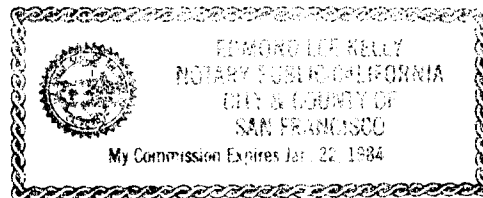
On this 31st day of October 1983, before me personally appeared T. J. Zupfer, to me personally known, who being by me duly sworn, says that he is a Vice President of Bank of America National Trust and Savings Association that the seal affixed to the foregoing instrument is the corporate seal of said banking corporation, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Edmond Lee Kelly  
Notary Public

(Notarial Seal)

My Commission expires:

1/22/84



## EVANS SHORT TERM RAILCAR LEASE AGREEMENT

AGREEMENT made and entered into this 30th day of June, 1983, between EVANS RAILCAR LEASING COMPANY, an Illinois corporation (hereinafter called "Evans") and ALIMENTA USA INCORPORATED a(n) Florida corporation, with its principal place of business at P. O. Box 88987, Atlanta, GA 30338, (hereinafter called "Lessee").

## RECITALS

Lessee desires to lease from Evans as Lessor certain railroad cars, hereinafter specifically designated, all upon the rentals, terms and conditions set forth in this Railcar Lease Agreement and the Schedules from time to time made a part hereof (together hereinafter referred to as the "Lease").

## AGREEMENT

It is agreed:

1. Lease of Cars. Evans agrees to lease to Lessee and Lessee agrees to and does hereby lease from Evans, railroad cars of the number of units, model, type, construction and such other description (hereinafter referred to as the "Cars"), as is set forth in any Schedule hereto. All Schedules shall be in the form of Schedule 1 hereto, shall contain such other terms and provisions as Evans and Lessee may agree upon and shall, if requested by either party, have the signatures thereto acknowledged by a notary public. The terms and provisions of the Schedule shall control over any inconsistent or contrary terms and provisions in the body of this Lease.

2. Delivery and Acceptance of Cars. Evans shall deliver the Cars as promptly as is reasonably possible. Delivery shall be F.O.T. the point specified in the applicable Schedule. From and after acceptance of a Car, Lessee shall be liable for, and shall pay or reimburse Evans for the payment of all costs, charges and expenses of any kind whatsoever on account of or relating to transportation of a Car.

All Cars delivered under this Lease shall be in satisfactory condition for movement in the normal interchange of rail traffic and shall otherwise comply with the description and specifications contained in the applicable Schedule; but Lessee shall be solely responsible for determining that Cars are in proper condition for shipment and use. At Evans' request, Lessee shall deliver to Evans an executed Certificate of Acceptance in the form of Exhibit A with respect to all Cars.

3. Use and Possession. Throughout the continuance of this Lease so long as Lessee is not in default hereunder, Lessee shall be entitled to possession of each Car from and after delivery of such Car and shall use such Car on its own property or lines or in the usual interchange of traffic; provided, however, that Lessee agrees that Cars shall at all times be used (i) in conformity with all Interchange Rules; (ii) only within the



continental limits of the United States of America or in temporary or incidental use in Canada; and (iii) in such service as will not constitute a train hauling predominantly a single commodity, such as coal or grain, between the same points on a regular basis, commonly referred to as a "unit train".

4. Rental. (a) Per Car. During the term of this Lease, Lessee shall pay to Evans for each Car, commencing on the date of delivery thereof, the monthly rental specified in the applicable Schedule subject to adjustment as herein below provided.

5. Mileage Credits. Since the Cars bear Evans' reporting marks and numbers, any time and mileage payments paid or allowed by railroads on the Cars shall be the property of Evans. Upon notice from any railroad, whether received prior to or after termination of this Lease, Lessee agrees to pay Evans all sums due on account of all excess empty mileage incurred on Cars during the term of this Lease.

6. Title. Lessee shall not by reason of this Lease or any action taken hereunder acquire or have any right or title in the Cars except the rights herein expressly granted to it as Lessee.

7. Maintenance and Repair. Evans shall be responsible for the maintenance and repair of the Cars. Lessee shall notify Evans in writing of any maintenance or repair work that is required and shall arrange for maintenance or repair pursuant to the instructions of Evans.

8. Taxes. Evans shall be liable at all times for and shall pay all Federal, State or other governmental property taxes assessed or levied against the Cars. Lessee shall be liable for all Sales, use or gross receipts taxes imposed upon the equipment during the term of this lease.

9. Substitution of Cars. Evans may, at any time and from time to time, replace any Casualty Cars with Replacement Cars which shall be deemed to be subject to all terms and conditions of this Lease.

10. Indemnity. Lessee agrees to indemnify Evans and hold it harmless from and against any loss, expense or liability which Evans may suffer or incur from any charge, claim, proceeding, suit or other event which in manner or from any cause arises in connection with the use, possession, or operation of a Car while subject to this Agreement, excepting only such loss, expense or liability which arises solely from Evans' negligence.

11. Lettering. At Evans' election, all Cars may be marked to indicate the rights of Evans or any assignee, mortgagee, trustee, pledgee, or security holder of Evans or a lessor to Evans.

12. Loss, Theft or Destruction of Cars. In the event any Car is lost, stolen, destroyed or damaged beyond economic repair, Lessee shall, within five days of its knowledge thereof, by written notice, fully advise Evans of such occurrence. Lessee shall upon request of Evans, assist Evans in obtaining payment with respect to such loss, theft, damage, or destruction, but Lessee shall not be liable for such loss, theft, damage, or destruction unless caused by its sole negligence.

13. Assignment. This Agreement may not be assigned by Lessee without the express written consent of Evans. All rights of Evans under this Agreement may be assigned, pledged, mortgaged, transferred or otherwise disposed of either in whole or in part without notice to or consent of Lessee.

14. Liens. Lessee shall keep the Cars free from any and all encumbrances or liens in favor of anyone claiming by, through, or under Lessee which may be a cloud upon or otherwise affect Evans' title, and Lessee shall promptly discharge any such lien, encumbrance or legal process.

15. Notice. Any notice required or permitted to be given pursuant to the terms of this Agreement shall be properly given when made in writing, deposited in the United States mail, registered or certified, postage prepaid, addressed to

Evans at: 2550 Golf Road  
Rolling Meadows, IL 60008

Lessee at: P. O. Box 88987  
Atlanta, GA 30338

or such other addresses as Evans or Lessee may from time to time designate.

16. Governing Law. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Illinois. The terms of this Agreement and the rights and obligations of the parties hereto may not be changed or terminated orally.

17. Benefit. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, Evans and Lessee have duly executed this Lease as of the day and year first above written.

(CORPORATE SEAL)

ATTEST:

By: \_\_\_\_\_  
Secretary

ALIMENTA USA

By: *R. R. [Signature]*  
President  
*THOMAS [Signature]*

(CORPORATE SEAL)

ATTEST:

By: *[Signature]*  
ASST. Secretary

EVANS RAILCAR LEASING COMPANY

By: *[Signature]*  
Curtis C. Tatham  
Senior Vice President Marketing

SCHEDULE 1

Page 1 of Schedule 1 dated June 30, 1983 to Lease dated June 30, 1983 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and ALIMENTA USA ("Lessee").

TYPE AND DESCRIPTION OF CAR:

Used 21,000 gallon 100-ton coiled & insulated tank cars

NUMBER OF CARS:

3

INTERIOR EQUIPMENT:

None

SPECIAL LININGS:

None

PERMITTED LADING USE:

Vegetable Oil

REPORTING MARKS AND NUMBERS:

USLX 21826, 21857, 22013

SPECIFICATIONS DESIGNATED BY LESSEE:

None

INITIAL F.O.T. POINT:

Camilla, Georgia

ESTRL 6/83

Page 2 of Schedule 1 dated June 30, 1983 to Lease dated June 30, 1983 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and ALIMENTA USA ("Lessee").

LEASE TERM: One Month - Will continue month to month unless cancelled upon thirty (30) days prior written notice by either party.

MONTHLY RENTAL: \$258 per car

SPECIAL TERMS: None

(CORPORATE SEAL)

ATTEST:

By: \_\_\_\_\_  
Secretary

ALIMENTA USA

By: R. B. Linger  
President  
THOMAS M. M. M. M.

(CORPORATE SEAL)

ATTEST:

By: [Signature]  
ASST. Secretary

EVANS RAILCAR LEASING COMPANY

By: [Signature]  
Curtis C. Tatham  
Senior Vice President Marketing